

9/28/12 12:29:39
DK P BK 155 PG 188
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

Community Bank, North Mississippi, 475 E. Commerce Street, Hernando, MS 38632, (662) 429-8484

WHEN RECORDED MAIL TO:

Community Bank, North Mississippi, 475 E. Commerce Street, Hernando, MS 38632, (662) 429-8484

SEND TAX NOTICES TO:

Community Bank, North Mississippi, 475 E. Commerce Street, Hernando, MS 38632, (662) 429-8484

This **MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS** prepared by:

Community Bank, North Mississippi, 475 E. Commerce Street, Hernando, MS 38632, (662) 429-8484

INDEXING INSTRUCTIONS:

NW 1/4, Section 3, T3S, R7W, Desoto Co, MS

MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS

THIS MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS dated September 20, 2012, is made and executed between William T Parker Jr, 5335 County Line Road, Coldwater, MS 38618 (901) 482-3581 ("Grantor") and Community Bank, North Mississippi 475 E. Commerce Street, Hernando, Ms 39632, (662) 429-8484 ("Lender").

ASSIGNMENT OF LEASES AND RENTS: Lender and Grantor have entered into an Assignment of Leases and Rents dated November 21, 2008 (the "Assignment") which has been recorded in Desoto County, State of Mississippi, as follows:

Recorded on November 26, 2008, in office of County of Desoto, State of Mississippi, Book 129, Page 489.

REAL PROPERTY DESCRIPTION: The Assignment covers the following described real property located in Desoto County, State of Mississippi:

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 90 Getwell Road South, Hernando, MS 38632

CROSS-COLLATERALIZATION: In addition to the Note, this Modification of Assignment of Leases & Rents secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or un-liquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. - **(Initial Here** WTP **)**

MODIFICATION: Lender and Grantor hereby modify the Assignment as follows:

To extend maturity date to 09/15/17 and change the address from 90 Getwell Road to 90 Getwell Road South

Loan No: 6615066

CONTINUING VALIDITY: Except as expressly modified above, the terms of the original Assignment shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Assignment as changed above nor obligate lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Assignment (the Note). It is the intention of Lender to retain as liable all parties to the Assignment and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Assignment does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF ASSIGNMENT AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS IS DATED September 20, 2012 .

GRANTOR:

William T Parker Jr
5335 County Line Road
Coldwater, MS 38618
(901) 482-3581

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi

COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of September, 2012 within my jurisdiction, the within named William Parker Jr. who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

Leigh Anne Young
NOTARY PUBLIC
My Commission Expires:
5-15-14

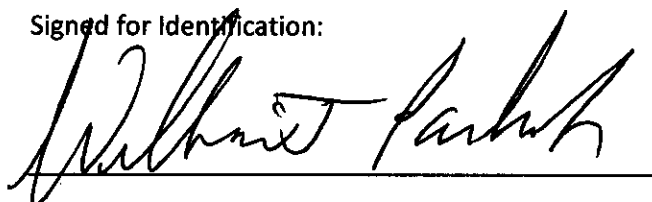


Attached to and forming a part of Modification Assignment of Leases and Rents dated 09/20/12 in the name of William T Parker Jr.

Exhibit "A"

1.38 (more or less) acre tract located in part of the northwest quarter of Section 3, Township 3 South, Range 7 West, more particularly described as follows: Beginning at a point in the south line of the Lamb tract, said point being on the east right of way of Getwell Road (80 feet right of way); thence North along said right of way a distance of 1964.26 feet to the point of beginning of the following tract; thence North 87 degrees 54 minutes east 436 feet; thence north 31 degrees 22 minutes 52 seconds west 174.39 feet; thence south 87 degrees 54 minutes west 352.52 feet to a point on the east right of way of Getwell Road; thence south 2 degrees 47 minutes east along said right of way 152.12 feet to the point of beginning.

Signed for Identification:



William T Parker Jr